

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

X

In re

Case No. 19-40997

Raymond H Rufen-Blanchette

Chapter 13

Debtor(s).

X

AFFIRMATION IN OPPOSITION TO THE ORDER TO SHOW CAUSE
FILED BY SAMDAI RAMHARRACK

JOHN WEBER, an attorney duly admitted to practice before this Court affirms the following:

1. The Movant, Samdai Ramharrack, filed an Order to Show Cause indicating that she had a judgment of possession and therefore there was no stay in effect. She indicated that the Debtor, Raymond H Rufen-Blanchette was a "squatter" and filed a bankruptcy to delay an eviction of the Debtor from the property located at 149-32 83rd Street, Howard Beach NY 11414.
2. Samdai Ramharrack is not the landlord of the Debtor but is the Trustee of The Blanchette Family Real Property Trust. And Samdai Ramharrack was appointed as the Trustee by the Debtor for the Trust.
3. The property located at 149-32 83rd Street, Howard Beach NY 11414 is part of the corpus of the Trust of which the Debtor is a beneficiary.
4. Since Samdai Ramharrack was appointed as Trustee of The Blanchette Family Real Property Trust, there have been a number of questionable transactions that the Movant has made as Trustee. There have been a number of transfers of the property as wells as loans taken out against the property.

LIST OF QUESTIONABLE TRANSFERS

5. The most recent of these questionable transfers occurred on February 21, 2019, when Shirley Perkins transferred the property to Samdai Ramharrack. This was the same day as the Debtor filed a Chapter 13 petition. And the Debtor did not file a Chapter 13 to stop the eviction, but rather filed the petition to stop a foreclosure sale of the property.

6. Prior to that, on March 5, 2018, God's Divine Prayer Tabernacle and Shirley Perkins transferred the property to Shirley Perkins.

7. Prior to that, on October 20, 2017, KC 4 Progressive Development LLC transferred the property to God's Divine Prayer Tabernacle and Shirley Perkins.

8. Prior to that, on May 10, 2013, 2017, God's Divine Prayer Tabernacle and Shirley Perkins transferred the property to KC 4 Progressive Development LLC.

9. Prior to that, on January 18, 2011, the Movant transferred the property to God's Divine Prayer Tabernacle and Shirley Perkins, 2017, God's Divine Prayer Tabernacle and Shirley Perkins.

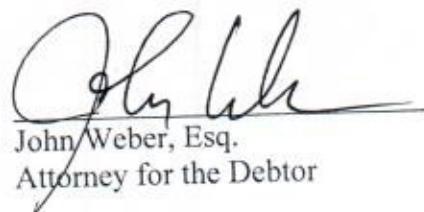
10. Now after all the transfers over the last few years, the property is back in the name of Samdai Ramharrack.

11. The allegation that Samdai Ramharrack has a judgment of possession doesn't seem plausible since she did not own the property until February 21, 2019, and the deed was not recorded until February 28, 2019.

12. Notwithstanding, clearly, there has been a pattern of very suspicious actions having been made by the Movant.

WHEREFORE, it is respectfully requested that the relief being sought by the Movant be denied and for such other and further relief as this court deems just and proper.

Dated: Babylon, New York
March 11, 2019


John Weber, Esq.
Attorney for the Debtor

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DECLARATION OF NOMINEE TRUST
FOR THE
THE BLANCHETTE FAMILY REAL PROPERTY TRUST

JUNE 30, 2006

SAMDAI M. RAMHARRACK, TRUSTEE

SCHEDULE 'B'

BENEFICIARY

- Dr. Raymond H. Rufen-Blanchette
- The Rufen-Blanchette Family Revocable Living Trust

EIN: 20-6023135

— Quitclaim Deed — Individual & Corporation (single sheet)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 21ST day of FEBRUARY in the year 2019

BETWEEN

SHIRLEY PERKINS A/K/A SHIRLEY PARKINS with an address at 132-25 Avery Avenue, Flushing NY 11355

party of the first part, and SAMDAI M. RAMHARRACK, with an address at 149-32 83RD Street, Howard Beach NY 11414

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

(SEE SCHEDULE A ATTACHED)

Said Premises also known as 149-32 83RD Street, Howard Beach NY 11414

Block: 11414 Lot: 24

Being and intended to be said Premises conveyed to Party of the first part by deed dated 03/05/2018 recorded 03/15/2018 in CRFN 2018000090790 in the Office of the City Register of Queens County.

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:


SHIRLEY PERKINS A/K/A SHIRLEY PARKINS

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 05 day of MARCH 2018

BETWEEN
GOD'S DIVINE PRAYER TABERNACLE and SHIRLEY PARKINS
132-25 AVERY AVENUE, FLUSHING NY 11355

party of the first part, and
SHIRLEY PARKINS
132-25 AVERY AVENUE, FLUSHING NY 11355

party of the second part,
WITNESSETH, that the party of the first part, in consideration of
paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second
part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,
lying and being in the

County of Queens, City and State of New York, bounded and described as follows:

See Attached Schedule "A" for more description.

PYOR & Mondesue, LLP

FEB 4 2019

Said Premises Known by the Street No is: 149-32 83rd STREET, Howard Beach NY 11414

RECEIVED

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads
abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and
all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the
premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of
the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the
first part will receive the consideration for this conveyance and will hold the right to receive such consideration
as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same
first to the payment of the cost of the improvement before using any part of the total of the same for any other
purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this Indenture so
requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above
written.

IN PRESENCE OF:


SHIRLEY PARKINS

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 20 day of OCTOBER 2017

BETWEEN

KC 4 PROGRESSIVE DEVELOPMENT LLC
149-32 83rd STREET, HOWARD BEACH NEW YORK

party of the first part, and

GOD'S DIVINE PRAYER TABERNACLE and SHIRLEY PARKINS
132-25 AVERY AVENUE, FLUSHING NY 11355

party of the second part.

WITNESSETH, that the party of the first part, in consideration of
paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second
part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situated,
lying and being in the

County of Queens, City and State of New York, bounded and described as follows:

See Attached Schedule "A" for more description.

Said Premises Known by the Street No is: 149-32 83rd STREET.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads
abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and
all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the
premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of
the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the
first part will receive the consideration for this conveyance and will hold the right to receive such consideration
as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same
first to the payment of the cost of the improvement before using any part of the total of the same for any other
purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so
requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above
written.

IN PRESENCE OF:

Shirley Perkins FOR
KC 4 DEVELOPMENT PROGRESSIVE LLC
KC Development progressive LLC
Shirley

THIS INDENTURE, made this 10th day in May, Two thousand Thirteen
BETWEEN

SHIRLEY PERKINS AND GOD'S DIVINE PRAYER TABERNACLE 11,
successors/ assigns having and address at 149-32 83RD Street Howard Beach New
York state, party of the first part, and

KC 4 PROGRESSIVE DEVELOPMENT, LLC, located at 107 - 01 Rockaway Blvd.
Ozone Park New York state [11417], party of second part.

WITNESSETH, that the party of the first part, by their Authorized Representative,
SHIRLEY PERKINS, in a particular course of all-around consent, and in
consideration of an Endowment and other valuable consideration of Good will given
by the party of the second part, the trustees, heirs, executor, administrator,
successors and assigns of the party of the second part, grants forever;

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND WITH THE
BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING
AND BEING IN Queens COUNTY, AND NEW YORK state, KNOWN AND
DESIGNATED AS:

*ALL that certain plot; piece or parcel of land with the building and
improvements thereon erected, situate,, lying and being in Queens County
New York state, certain Real property bounded and designated as follows:*

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF

*Said premises being known as 149 -32 83 Street Howard Beach, New York state.
Conveyed by deed recorded 02-22-2011 CRFN: 2011000064020.*

The within conveyance is made in the course of granting a bona fide gift/endowment
to the party of the second part.

SUBJECT to all easements, restrictions, and rights of way of record.

TOGETHER with all rights, title and interest, if any, of the party of the first part in
and to any street and roads abutting the above-described premises to the center
lines thereof; TOGETHER with the appurtenance, encumbrances, and all the estate
and rights of the party of the first in an to said premises; TO HAVE AND TO
HOLD the premises herein granted unto the party of second part, the trustees, heirs
or successors and assign of the party of the second part forever.

AND the party of the first part covenants that the party of he first part had not done
or suffered anything whereby the said premises have been encumbered in any way
whatever, except as aforesaid. ALL PERSON OR PERSONS, TRESPASSERS, NON-PAYING OCCUPANTS OF SAID
PROPERTY SHALL VACATE WITHIN 30 DAYS. NO PART OF THIS INSTRUMENT CAN BE CHANGED OR ALTERED BY ANY OF THE PARTY

T 691 Standard Form 1-27-12 Form 6072, Burger & Weisz,
With changes against general facts—Ind. in Corp. Reg. Law, 11-98

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CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made on 18 day of January 2011

BETWEEN SAMDAI M. RAMHARRACK

RESIDING AT 175 WILLOUGHBY STREET, BROOKLYN, NEW YORK
11201

party of the first part, and

SHIRLEY PERKINS AND GOD'S DIVINE PRAYER TABERNACLE 11
PROPERTY LOCATED AT 149-32 83rd STREET, HOWARD BEACH,
NEW YORK 11414.
PRESENTLY RESIDING AT 113 GRAY LANE, HUEYTOWN, ALABAMA
35023.

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration
paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs
or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,
lying and being in the

BEGINNING at a point on the Westerly side of 83rd Street, distant (328.72')
three hundred and twenty eight point seventy two feet southerly from the
corner formed by the intersection of the southerly side of 149th Avenue with
the southerly side of 83rd street.

RUNNING THENCE Westerly parallel to 149th street, (100') one hundred
feet part of said distance being through a party wall:

THENCE southerly parallel to 83rd street, 32.75 feet:

THENCE Easterly again parallel to 149th Avenue, 100 feet to the westerly
of 83rd street:

THENCE Northerly along the westerly side of 83rd street, 32.75 feet to the
point of place of BEGING.

PREMISES BEING THE SAME AS CONVEYED FROM GRANTOR,
SAMDAI RAMHARRACK, BY DEED AND BY WILL OF THE PARTY OF
THE FIRST PART TO SHIRLEY PERKINS AND GOD'S DIVINE PRAYER
TABERNACLE 11, LOCATED AT 113 GRAY LANE, HUEYTOWN,
ALABAMA 35023, NOW BEING TRANSFER FROM SAMDAI M.
RAMHARRACK TO SHIRLEY PERKINS TO HAVE AND TO HOLD
FOREVER. THE PARTY OF THE SECOND PART WILL TAKE
POSSESSION OF SAID PROPERTY IMMEDIATELY AFTER
CONVEYANCE OF SAID PROPERTY COVENANTED BY DEED
ALL PERSON OR PERSONS TRESPASSERS, NONE PAYING
OCCUPANTS OF SAID PROPERTY SHOULD VACATE WITHIN (30)
THIRTY DAYS, NO PART OF THIS DOCUMENT SHOULD NOT BE
CHANGED OR ALTERED BY ANY OF THE PARTY OF FIRST PART
ANY POWER OF ATTORNEY OR TRUST OR WILL WHICH HAS BEEN
ESTABLISHED KNOWN AND UNKNOWN TO PARTY OF THE FIRST PART
OF GRANTOR SAMDAI M. RAMHARRACK SHALL BE TERMINATED.
REVOKED. NULL AND VOID. SO BE IT.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and
roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances
and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD
the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of
the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby
the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first
part will receive the consideration for this conveyance and will hold the right to receive such consideration as a
trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to
the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above
written.

IN PRESENCE OF: Samden M. Ramharrack